

# **Labor-Management Agreement**

**between**

**Department of the Interior  
Bureau of Reclamation**

**and**

**American Federation of Government  
Employees  
AFGE Local 1124**



**January 2015**

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## PREAMBLE

**Section 1:** This Contract is made between the Montana Area Office, Great Plains Region, U.S. Bureau of Reclamation, Department of the Interior ("the Agency") and the American Federation of Government Employees, Local 1124 ("the Union").

**Section 2:** The Agency and the Union agree that a constructive and cooperative working relationship between labor and Management is essential to achieving the Agency's mission and to ensuring a quality work environment for all employees. The parties recognize that this relationship must be built on a solid foundation of trust, mutual respect, and a shared responsibility for organizational success.

Therefore, the parties agree to work together through this Contract to identify problems and craft solutions, enhance productivity, and deliver the best quality of service to the nation.

## **ARTICLE 1 – RECOGNITION AND COVERAGE**

### **Section 1 – Exclusive Representative**

AFGE is recognized as the Montana Area Office's (MTAO) sole and exclusive representative for all nonprofessional and professional employees, and temporary employees with continued expectation of employment to exceed 90 days associated with offices at Billings, Tiber Dam, Chester, Babb, Fresno Dam, Dillon, Canyon Ferry Dam, and Yellowtail Dam, in units consolidated and certified by the Federal Labor Relations Authority (FLRA) in Case No. DE-RP-00030, dated December 6, 2000, and any subsequent amendments or certifications. Employees excluded include all hourly Power Operations and Maintenance (O&M) employees of the Canyon Ferry and Yellowtail Field Branches within the Great Plains Region's, Montana Area Office, who are not subject to the Classification Act of 1949, as amended; temporary employees with continued expectation of employment of 90 days or less; supervisors; management officials, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

**Section 2 – AFGE Role** As the sole and exclusive representative, the Union is entitled to act for and to negotiate Contracts covering all employees in the bargaining unit. The Union is responsible for representing the interests of all employees in the bargaining unit.

### **Section 3 – Employee Representation**

A. The Agency recognizes that, as the exclusive representative of employees in the bargaining unit, the Union has the right to speak for and to bargain on behalf of the employees it represents. All bargaining unit employees are responsible to be familiar with 5 U.S.C. 7114 of the Federal Labor Relations Statute.

B. The Union will be given the opportunity to be represented at all formal discussions affecting personnel policies, practices, or working conditions. This is not intended to include routine work assignments.

### **Section 4 – Unit Clarification**

A. The Union will be predecisionally involved in bargaining unit determinations for position changes and establishment of new positions. When a position changes, either party may file a Clarification of Unit (CU) petition with the FLRA. If the position previously has been in the bargaining unit, the employee and/or position will remain in the bargaining unit until a decision is issued on the petition.

## **ARTICLE 2 – GOVERNING LAWS AND REGULATIONS**

### **Section 1 – Relationship to Laws and Regulations**

In the administration of all matters covered by this Contract, officials and employees shall be governed by applicable Federal statutes. They will also be governed by Government-wide regulations in existence at the time this Contract was approved.

### **Section 2 – Department and Bureau of Reclamation Regulations**

The Agency agrees to bargain on impact and implementation of any new regulations affecting working conditions of bargaining unit employees as of the date of this contract.

### ARTICLE 3 – DEFINITIONS & ACRONYMS

For the purpose of this Agreement, the terms listed below are defined as follows:

**Agency:** Montana Area Office, Great Plains Region, U.S. Bureau of Reclamation, Department of the Interior

**Agreement:** The abbreviation for the Negotiated Labor Management Agreement between U.S. Department of the Interior, Bureau of Reclamation, Great Plains Region, Montana Area Office, and American Federation of Government Employees, Local 1124.

**Applicable Rules and Regulations:** Refers to laws, rules and regulations that apply to the parties and individuals in this agreement.

**Bargaining Unit:** Employees of the bargaining unit exclusively represented by Local 1124 of the American Federation of Government Employees may be used interchangeably with "employee".

**Day:** Unless stated otherwise, day means calendar day. If a due date falls on a Saturday, Sunday, or holiday, the next official workday will be considered the due date.

**Department:** Department of the Interior

**Dues:** Fee and assessment collected by the Union.

**Employee:** A member of the bargaining unit represented by Local 1124, American Federation of Government Employees.

**Exclusive Representative:** The American Federation of Government Employees, Local 1124.

**Government:** The Government of the United States of America

**GP Region:** Great Plains Regional Office of the Bureau of Reclamation to include the Montana Area Office employees.

**Impasse:** The inability of representatives of the Great Plains Region, Montana Area Office and the Union to arrive at a mutually agreeable decision concerning matters discussed or negotiated through the negotiation process.

**Management:** All levels of Management to which the Bureau of Reclamation, Great Plains Region assigns managerial or supervisory responsibilities.

**Montana Area Office (MTAO):** Comprises Reclamation offices at Billings, Tiber Dam, Chester, Babb, Fresno Dam, Dillon, Canyon Ferry Dam, and Yellowtail Dam.

**Negotiation:** The mutual obligation of the Parties to bargain in a good faith effort to reach agreement with respect to conditions of employment.

**Official time:** Paid time when an employee would otherwise be in a duty status. It is an excusal from an employee's regular duties under the circumstances and conditions set forth in this agreement.

**Parties:** Union and Management collectively.

**Policy:** The written official policy of Reclamation and Interior.

**Predecisional Involvement:** Union will be informed of changes proposed by management before action is taken.

**Reclamation:** The entire Bureau of Reclamation of the Department of the Interior.

**Representative:** An individual expressly designated and authorized by one of the parties to speak for and make commitments on behalf of that party.

**Union Official:** AFGE, Local 1124, Local Officers of the Union, Union Stewards, and other authorized representatives designated by the President of the Local.

**Unit:** The consolidated bargaining unit for which the Union is exclusive representative within the Agency.

**Weingarten Right:** Precedent case which allows employees to be represented at investigatory meetings.

**Written Notice:** Written notice includes e-mails with delivery confirmation.



## ACRONYMS USED IN THE AGREEMENT

ADR	Alternative Dispute Resolution
AFGE	American Federation of Government Employees
AWOL	Absent Without Leave
BOR	Bureau of Reclamation
BUS	Bargaining Unit Status
DOI	U.S. Department of the Interior
EEO	Equal Employment Opportunity
EEOC	Equal Employment Opportunity Commission
FECA	Federal Employment Compensation Act
EPAP	Employee Performance Appraisal Plan
FFL	Family Friendly Leave
FLSA	Fair Labor Standards Act
FLRA	Federal Labor Relations Authority
FMCS	Federal Mediation and Conciliation Service
FMLA	Family Medical Leave Act
FSIP	Federal Services Impasse Panel
GP	Great Plains
GTCC	Government Travel Credit Card program
HR	Human Resources
HRM	Human Resources Management
IBB	Interest Based Bargaining
IDP	Individual Development Plan
LAO	Leave Approving Official
LMR	Labor Management Relations
LWOP	Leave Without Pay
MOU	Memo of Understanding
MTAO	Montana Area Office
MSPB	Merit Systems Protection Board
NGF	Negotiated Grievance Form
OPM	Office of Personnel Management
OPF	Official Personnel Folder
OWCP	Office of Worker's Compensation Programs
PIP	Performance Improvement Plan
RIF	Reduction In Force
SF	Standard Form
USC	United States Code (Law)
VTC	Video Teleconference
WIGI	Within-Grade-Increase

## **ARTICLE 4 – DURATION/DISTRIBUTION OF CONTRACT**

### **Section 1 – Effective Date**

This contract will be implemented and become effective when it has been signed by the Office of the Secretary of the Interior, including review pursuant to 7114(c) of 5 USC, Chapter 71.

### **Section 2 – Duration**

This Contract shall remain in effect for a period of three years after its effective date, (as shown on signature page). The Contract shall be automatically renewed for an additional period of three years, subject to applicable laws and regulations, unless either party gives the other party notice of their intent to renegotiate this Contract no less than 60 days prior to its anniversary date. The agency and Union agree to exchange proposed topics of discussion within 45 days following this notice unless otherwise mutually agreed upon. Every attempt will be made to schedule negotiations within 30 days after the exchange of proposed topics of discussion. If negotiation of an agreement is in progress but not completed within three years of the effective date of this Contract, it will be automatically extended until a new Contract is negotiated.

### **Section 3 – Amendments and Modifications**

This Contract may only be amended, modified, or renegotiated in accordance with the provisions of this Contract. However, amendments may be made to correct mistakes, reflect changes in law, policies, or pertinent regulations, or clarify the intent and meaning of any part of this agreement upon mutual consent of the parties.

### **Section 4 – Distribution**

The Agency will provide final executed copies of the Contract to each member of the bargaining unit on duty as of the date of this contract, and to all bargaining unit employees entering on duty after that date. Copies of this Contract will be printed in type that can be read easily.

The Contract will be made available electronically and easily accessed on the GP Region Intranet. It shall be identified as “AFGE Local 1124”. The Union shall have approval authority of Union logos used.

## **ARTICLE 5 – COMMUNICATIONS AND NEGOTIATIONS ON CHANGES IN CONDITIONS OF EMPLOYMENT**

### **Section 1 – Purpose**

Matters appropriate for negotiations are personnel policies, practices, and matters whether established by rule or regulation or otherwise affecting working conditions, to the extent they are not inconsistent with laws, government-wide regulations (i.e., GSA, OPM, OSHA) and published policies and regulations of the Department of the Interior and the Bureau of Reclamation for which a compelling need exists to negotiate as determined by the Federal Labor Relations Authority (FLRA) and this Agreement.

### **Section 2 – Process**

The Union recognizes that Management retains the right to make reasonable work rules and policies if they are not in conflict with this Agreement.

- In the event of a change in personnel policies, practices, or matters affecting working conditions not covered by this Agreement, Management will provide the Union at least twenty one (21) calendar days advance notice of the proposed change in writing to the Union, except in emergencies.
- Upon notification of a change in personnel policies, practices, or matters affecting working conditions, the Union has fourteen (14) calendar days to request a meeting with Management's representatives to discuss the proposed change to mutually resolve any concerns or issues about the proposed change.
- Management agrees to schedule a meeting with the Union within fourteen (14) calendar days following the request.
- If the concerns or issues are not resolved, the Union has seven (7) calendar days from the date of the meeting to provide a written request for formal negotiations. Although not a requirement, the Union is encouraged to state their proposed topics for negotiations in the written request for formal negotiations.

If a request to meet with Management's representatives is not received within fourteen (14) calendar days of notification, or the Union does not request formal negotiations within seven (7) calendar days of a meeting to discuss the proposed change, Management may implement the proposed change without further notification to the Union.

At the request of either party, any resolution of concerns or issues about a proposed change may be put in writing, with a Memorandum of Understanding (MOU) being one option. MOUs will be signed by Management and the Union and shall constitute the full and complete agreement by Management and the Union relative to the change and shall be binding on both parties to the extent it is not inconsistent with the scope of negotiations described in Section 1 above. All MOUs are subject to Department review and approval.

In all matters previously discussed in this section, the Union and Management may mutually agree to an extension of time.

### **Section 3 – Negotiability Issues**

When Management believes that a matter is nonnegotiable and, upon request from the Union, Management will advise the Union in writing of its rationale for such belief. The Union then has the right to proceed to the Federal Labor Relations Authority in accordance with 5 U.S.C. Chapter 71 or may seek services of the FMCS or other resources to resolve the dispute.

### **Section 4 – Impasse**

When earnest and serious efforts by both parties fail to reach agreement through direct negotiations in good faith, the services of the Federal Mediation and Conciliation Service (FMCS) will be requested. If the FMCS is unable to resolve the impasse, either party may request the Federal Services Impasses Panel (FSIP) to consider the matter. Although not a requirement, and in the spirit of cooperation, Management is encouraged to complete negotiations, including impasse proceedings prior to implementing proposed changes.

### **Section 5 – Labor Management Partnership**

A. Partnership involves a cooperative working relationship between Labor and Management to achieve common goals. Labor and Management recognize the value of meeting on a re-occurring basis (no less than twice per year). The partnership is committed to share information, exchange ideas, strengthen relationships, and build trust to promote efficiencies for organizational success.

B. The structure, nature, scope, and operation of the partnership will be jointly determined by Labor and Management officials. Generally, all partnership activities will consist of equal numbers of Labor and Management officials. Labor and Management officials should be fully committed to participate in partnership activities.

## **ARTICLE 6 – EMPLOYEE RIGHTS**

### **Section 1 – General**

In an atmosphere of mutual respect, all employees shall be treated fairly and equitably and without discrimination.

### **Section 2 – Rights to Union Membership**

Title 5 USC, Chapter 71 provides that each employee shall have the right to form and join a Union; to act as a designated Union representative, and to assist the Union without fear of penalty or reprisal. This right shall extend to participation in all Union activities including service as officers and stewards. Nothing in this Agreement will require an employee to become or to remain a member of AFGE Local 1124 or to pay dues or other monies to AFGE Local 1124 except pursuant through payroll deduction pursuant to the Article Dues Withholding of this Agreement, or paying dues directly without payroll deduction.

### **Section 3 – Rights to Union Representation**

A. An employee has the right to request a Union representative at all stages of a grievance, appeal, or disciplinary action for representation during duty time. It is the responsibility of all bargaining unit employees to obtain permission from their immediate supervisors for official time. An employee also has the right to request Union representation at any examination in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee.

B. Matters where an employee has a right to request Union representation include, but are not limited to:

1. Grievances filed under the Grievance Procedure of this Agreement;
2. Any meeting concerning proposed disciplinary, adverse, or performance-based actions including an employee's oral response to a proposal for disciplinary, adverse, or performance-based action, and proceedings before the Merit Systems Protection Board;
3. An Agency initiated investigation after the filing of an EEO Complaint by the employee;
4. Reduction-in-Force appeals under Article 36 of this Agreement.

C. The Agency agrees to annually inform all employees of their Weingarten Rights to Union representation under 5 USC 7114 (a)(2)(B) by postings on official bulletin boards and other appropriate means.

#### **Section 4 – Request for Union Representation Under Weingarten Rights**

No action shall be taken against an employee because that employee requests representation. Once the employee requests a representative, Management will not continue the examination or engage in any subsequent examination of the employee without providing the opportunity for the representative's presence.

#### **Section 5 – Use of Recording Devices**

Electronic recording of any conversation between a bargaining unit employee and Management may not be made without mutual consent, except for Inspector General investigations or other law enforcement investigations. If the material used in a recording results in a proposal for disciplinary action the employee will be given the opportunity to review the transcript or tape for accuracy and will be provided with a copy of the tape and transcript if one is made.

#### **Section 6 – Access to Documentation**

The union, on behalf of the employee, has a right to request and receive copies of any information maintained by the Agency in the regular course of business as referenced in 5 USC 7114 (b)(4).

#### **Section 7 – Dignity and Self Respect in Working Conditions**

Employees, individually and collectively, have the right to expect, and to pursue, conditions of employment which promote and sustain human dignity and self-respect.

#### **Section 8 – Counseling - Written or Oral**

Counseling shall be reasonable, fair, and used constructively to encourage an employee's improvement in areas of conduct and performance. It should not be viewed as disciplinary action. An employee has the right to request Union representation at any counseling session.

#### **Section 9 – Attorney Representation**

For matters raised under the Negotiated Grievance Procedure, employees are entitled to representation by an attorney or other representative only when the representative has been designated in writing by the President of AFGE Local 1124, or designee, as a Union representative. In other matters such as MSPB or EEOC proceedings, employees may have the right to an attorney or other representative, as provided by law or regulation.

## **ARTICLE 7 – UNION RIGHTS AND RESPONSIBILITIES**

### **Section 1 – Introduction**

The parties recognize the importance of building a constructive and cooperative relationship which will aid in achieving the mission of the Bureau of Reclamation. They are jointly committed to serving the public interest by promoting "good Government." They are committed to the use of consensual decision-making and interest-based problem solving to achieve the effective conduct of public business and the well being of employees.

### **Section 2 – Union Rights**

A. In all matters relating to personnel policies, practices, and other conditions of employment, the parties will have due regard for the obligations imposed by 5 USC Chapter 71.

B. Each party shall recognize and meet with the designated representative(s) of the other party at mutually agreeable times as needed.

### **Section 3 – Formal Discussions**

The Union President or designated representative will be given reasonable notice of, and provided reasonable time to be present at, formal discussions. A formal discussion is any meeting between one or more representatives of Management and one or more bargaining unit employees concerning any grievance, personnel policy or practice, or other general condition of employment. The Union will be given the opportunity to attend and participate when the Union deems appropriate. Discussions between supervisors and employees concerning the course of day-to-day business in the work unit shall not be considered formal discussions.

### **Section 4 – Notification of Changes in Conditions of Employment**

Management shall provide 21 days advance notification, except in emergencies, to the Union of any consideration of changing conditions of employment of bargaining unit employees to allow the Union the opportunity to bargain appropriate arrangements on the change. Management agrees to forward, along with the notice, a copy of any and all information/material relied upon to propose the change(s) in conditions of employment. All notifications shall be in writing to the Union, with sufficient information to the Union for the purpose of exercising its right to bargain.

### **Section 5 – Information**

The MTAO Management agrees to provide the Union, upon request, with information that is normally maintained, reasonably available, and necessary for the Union to effectively fulfill its representational functions and responsibilities. This information will

be provided to the Union within 20 calendar days and at no cost to the Union as referenced in 5 USC 7114 (b)(4).

### **Section 6 – Notification of Union Officials**

The Union will provide Management with an updated list of the names, titles, and work telephone numbers of all Union officials. Union agrees to disseminate the list to all bargaining unit employees. Management agrees to provide all new hires with a copy of the list when they enter on duty.

### **Section 7 – Surveys and Questionnaires**

A. The Agency will not communicate directly with bargaining unit employees through verbal or written surveys and questionnaires regarding conditions of employment without prior notification to the Union and bargaining where appropriate. This includes all questionnaires and surveys from all other agencies within the Agency's control. Nothing in this section precludes the Union from the right to bargain over conditions of employment under the Statute.

B. Participation in surveys will be voluntary, unless the parties agree to require participation. Employees will be assured that their responses will be confidential and their anonymity protected, unless the parties agree otherwise.

C. The results of surveys conducted by either party regarding conditions of employment will be shared. If a third party conducts a survey and the results are distributed to Management, the results will be shared with the Union.

### **Section 8 – New Employee Orientation**

The parties agree that the Union will be given an opportunity to meet with new employees when available. The Union official making the presentation will be allowed official time to make the presentation. Stewards or Union officers may introduce themselves to new employees at the worksite and inform them of their availability for representation functions so long as there is no undue disruption of work activities.



## **ARTICLE 8 – MANAGEMENT RIGHTS**

Nothing in this Agreement shall affect the rights of Management in accordance with the Federal Service Labor-Management Relations Statute, chapter 71, 5 U.S.C. 7106.

## **ARTICLE 9 – LABOR-MANAGEMENT TRAINING**

- A. The parties recognize the importance and value of well trained management and bargaining unit officials, in order to have an effective Labor-Management Relations (LMR) program. Union sponsored training in this area is of mutual benefit when it covers appropriate areas (examples are: contract administration, grievance handling, and information relating to Federal personnel/labor relations laws, regulations, and procedures), and will be approved or disapproved on a case by case basis. Union sponsored training will be above and beyond and not a substitute for mandatory Agency training. LMR training for bargaining unit officials that is sponsored by the Union and conducted during normal work hours will be coded as official time when approved.
- B. Scheduling and approval arrangements for the use of official time for Union or LMR training will be determined locally. Management officials responsible for scheduling work will be given appropriate and adequate notice of 30 days, if possible, to include specific agendas, of scheduled LMR training.
- C. The amount and use of official time for Labor-Management relations will be determined on a case-by-case basis for scheduling purposes during annual Individual Development Plan (IDP) discussions between the supervisor and employee.

## **ARTICLE 10 – OFFICIAL TIME**

### **Section 1 – Purpose**

The purpose of official time is to provide bargaining unit employees time in which to perform representational activities including statutory responsibilities during normal working hours, without charge to annual leave. This article provides an equitable process for the allocation and approval of official time and recognizes that the appropriate use of official time benefits both the Agency and the Union.

Official time shall be administered in accordance with 5 USC, Chapter 71, 7131.

### **Section 2 – Recognized AFGE Representatives**

Management agrees to recognize up to four (4) AFGE Officers (President, Vice-President, Secretary, and Treasurer) to perform representational functions in accordance with law and this Agreement. The Union may designate Stewards, who will also be the Union's point-of-contact for matters of interest or concern to the bargaining unit.

### **Section 3 – Representational Time**

- A. Upon request, and with approval by the immediate supervisor, or a higher level supervisor, or the Administrative Officer, the designated Union Official may use official time to conduct representational activities.
- B. When requesting official time the designated Union Official will inform his/her supervisor as to the purpose for the use of the time. The request will take the form of an email (may be made orally). The request will include which Union Official(s), the nature of the duties to be performed, the date(s) and time, and the estimated amount of time to be used.
- C. Should an occasion arise when a request needs to be adjusted for operational needs, the supervisor will cite the reason in writing and an alternative time will be provided. Supervisors will take into consideration the time constraints the Union Official may be operating under.
- D. The designated Union Official shall not be required to identify a possible grievant at the initial stage of the negotiated grievance procedure until such time as the grievance is officially filed. The designated Union Official shall also obtain approval from the employee's supervisor for any meeting during the employee's duty time if their absence from work will exceed 15 minutes.
- E. Management recognizes that on occasion, Union Officials visit with management on a spur of the moment basis. In situations like these, the immediate supervisor will be promptly notified.

- F. The designated Union Officials are responsible for providing an accurate accounting of their official time to their supervisor on their timesheet.
- G. Matters or situations which are appropriate for a recognized representative to use a reasonable amount of official time may include but are not limited to:
  - 1. The Union shall be given the opportunity to be represented at formal discussions between Management and employees concerning grievances, personnel policies, practices, other matters affecting general working conditions of employees in the unit, and to invoke arbitration.
  - 2. Preparation of informal or formal documents associated with their representational duties.
  - 3. Preparation for and attendance at any grievance meetings, arbitrations, and statutory procedures where the Union is the exclusive representative.
  - 4. On and off-site research concerning grievances and arbitrations. Off-site research may be approved as necessary to access reference materials not available in the work place.
  - 5. Stewards meetings with bargaining unit employees.
  - 6. Assisting an employee when designated as their representative in preparing a response to a proposed disciplinary action.
  - 7. Assisting an employee in preparing a response to any personnel action resulting from a directed fitness for duty examination or any other examination so directed by Management.
  - 8. Other activities mutually agreed to by Union and Management or guaranteed by law.
  - 9. Preparation for and actual participation in Labor-Management contract negotiations.

## **ARTICLE 11 – USE OF OFFICIAL FACILITIES AND SERVICES**

### **Section 1 – Local Union Office Space**

A. Management recognizes the importance and value of the Union's mission and purpose. The Union also recognizes Management's interests, including budget constraints. During the term of this contract, Management and the Union will continue to work on office space needs. Accordingly, Management agrees to furnish office space to the Union appropriate for carrying out its representational duties in locations accessible to employees and private citizens.

B. Management also agrees to allow Union Stewards at locations other than Billings to use available office space to carry out representational duties.

### **Section 2 – Meeting Space**

The MTAO Management will, on an as-needed basis, provide conference rooms as available for discussions between employees and Union officials. The MTAO Management will also allow the use of suitable space for Union meetings if available and within security constraints. The Union agrees to exercise reasonable care in use of such space.

### **Section 3 – Telephone**

The MTAO Management will allow the use of telephones by the Union for handling representational duties and conducting Labor-Management relations.

### **Section 4 – Equipment**

A. The MTAO Management will allow the Union the use of the following:

1. Fax machine,
2. Personal computer with standard software, programs, and capabilities compatible with the MTAO Management technology,
3. Printer, scanner, and photo copiers,
4. Access to e-mail in the Union office,
5. Paper and supplies.

The use of the above equipment will be in accordance with current DOI ethics policy.

### **Section 5 - Bulletin Boards**

At each facility, the Union will be provided available bulletin board space of sufficient size in areas normally used for communicating to employees, be easily accessible, and based on mutual agreement.

## **Section 6 – List of Employees**

Management agrees to furnish to the Union, as requested, an up-to-date list of employees in the organizational unit showing name, position, title, BUS code, FLSA code, and official duty station. A list of bargaining unit employees will also be provided to the Union at any time upon request.

## **Section 7 – Interoffice Mail System**

The Union and its representatives may use the interoffice mail system for regular representation communications (e.g., grievances correspondence, memos, etc.) to Management and Union members.

## **Section 8 – Membership Drives**

Management agrees to allow use of adequate facilities for membership drives at location that will provide access to unit employees during break and lunch periods. Detailed arrangements will be negotiated.

## **Section 9 – Reference Materials**

A. All pertinent laws, regulations, rules, and policies are available through the GP Region Intranet web page, Human Resources intranet home page.

B. HR reference materials, including classification standards, are available on the GP Region Intranet web page.

## **Section 10 – Non-work Space**

The MTAO Management agrees that where space for meals or break periods is not readily available, Management and the Union will work together to identify locations where employees can spend these non-work periods.

## ARTICLE 12 – DUES WITHHOLDING

### **Section 1 – Eligibility**

Any bargaining unit employee may have dues deducted through payroll deductions. Such deductions will be discontinued when the employee leaves the unit of recognition, ceases to be a member in good standing of AFGE, or submits a timely revocation form under the procedures of this Article.

### **Section 2 – Union Responsibilities**

A. The Union agrees to inform Management, in writing, of the following:

1. The dues amount(s) or changes in the dues amount.
2. The names of the local Union officials responsible for certifying each employee's authorization form, the amount of dues to be withheld, and changes in allotments,
3. The name, address, and pertinent bank information of the payee to whom the remittance should be made, and
4. The name of any active member that withdraws from the Union, or ceases to be a member in good standing, so that dues withholding can be stopped.

### **Section 3 – Management Responsibilities**

A. In accordance with regulations of the Office of Personnel Management and DOI, the GP Region agrees to deduct Union dues from an employee's wages, on a bi-weekly basis, upon receipt by the payroll office of an employee's authorization, Form 1187. Such authorization will be submitted by a designated Union official to the GP Region HR office. The HR office will acknowledge receipt and transmit the authorization to the payroll office. A copy will be returned to the Union indicating the date the deductions will become effective. The total amount of these deductions will be remitted to Local 1124, after each biweekly pay period, accompanied by a Reconciliation Report.

B. Management agrees to promptly notify the Union of any request for revocation of an allotment by an employee.

C. Regional HR shall make every effort possible to notify the Union anytime a Union member becomes ineligible due to a promotion to a supervisory position or reassignment out of the bargaining unit. Management will inform the Union of the action prior to the effective date of the action.

### **Section 4 – Procedures for Withholding**

Bargaining unit members wishing to have their dues withheld by payroll deduction will submit their completed SF 1187s to the Union-designated officials. These officials will certify the form and include the amount of dues to be withheld. The certified SF 1187 will be forwarded to the appropriate Administrative office for processing. Dues

withholding should become effective at the start of the next pay period after received in the appropriate Administrative office.

### **Section 5 – Revocation**

The original authorization will remain in effect for a minimum of one year, unless the employee is terminated from the Federal Service, reassigned to a position not covered by the Union agreement, or ceases to be a Union member in good standing. Thereafter, a member may voluntarily revoke their dues withholding by submitting an SF 1188 to the Union representative designated for such purpose. Written revocation by an employee must be received by the Union between January 1 to January 31 of each year.

### **Section 6 – Continuation of Dues**

When an employee is temporarily promoted out of the bargaining unit, Union dues withholding will restart when the employee returns to the bargaining unit.

### **Section 7 – New Position Determination**

If an employee who is on dues deduction is selected for a new, non-supervisory position on which the parties do not agree whether it is in or out of the bargaining unit, the employee will remain on dues deduction until a decision on a Clarification of Unit petition is reached.



**ARTICLE 13 – ALTERNATIVE DISPUTE RESOLUTION AND  
INTEREST BASED BARGAINING TECHNIQUES**

The Agency and the Union agree to use Alternative Dispute Resolution (ADR) and Interest Based Bargaining (IBB) techniques when they are in the best interest of all parties. These techniques are appropriate voluntary options to use in negotiations and resolving conflicts. Disputes resolved by ADR are final when written and signed.

## **ARTICLE 14 – NEGOTIATED GRIEVANCE PROCEDURE**

### **Section 1 – Purpose**

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. Most grievances arise from misunderstandings which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Management and the Union agree that every effort will be made by management and the aggrieved parties to settle grievances at the lowest possible level without unnecessary delays. Dissatisfaction and disagreements arise occasionally among people in any work situation. The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty or desirability to the organization. All complaints will be given unprejudiced consideration.

### **Section 2 – A Grievance Means Any Complaint:**

- A. By any bargaining unit employee concerning any matter relating to the employment of the employee;
- B. By the Union concerning any matter relating to the employment of any bargaining unit employee; or
- C. By any bargaining unit employee, the Union, or the Agency concerning:
  - 1. The application, interpretation, working conditions, or a claim of breach of this Agreement; or
  - 2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

This Article shall constitute the exclusive procedures available to Management, the Union, and employees for resolving grievances of the bargaining unit which fall within its coverage; exclusions are provided below.

### **Section 3 – Issues Not Covered by Negotiated Grievance Procedure**

- A. Any claimed violation relating to prohibited political activities (Subchapter III of Chapter 73 of Title 5);
- B. Retirement, life insurance, or health insurance;
- C. A suspension or removal in the interest of national security under Section 7532 of Title 5;
- D. Any examination, certification or appointment; or
- E. The classification of any position which does not result in the reduction in grade or pay of an employee;
- F. Separation of probationers and temporary hires 90 days or less;

- G. Written notices of proposed disciplinary actions. This exclusion does not infringe upon an employee's right to obtain representation for assistance in preparing a response to such notice;
- H. Non-adoption of a suggestion, disapproval of a performance award, other kinds of honorary or discretionary awards, or within-grade increases;
- I. Performance Appraisals, unless there is an adverse action as a result of the rating. (See Performance Handbook regarding Reconsideration on GP Intranet.);
- J. Equal Employment Opportunity complaints (See EEO Article).

Prior to final action in the matters excluded from the grievance procedure Management shall notify the employee in writing as to specific rights of appeal, where applicable, including the right to be represented during the appeal process. A copy will be provided to the Union.

Questions which cannot be resolved by Management and the Union as to whether or not a grievance is over a matter subject to the grievance and arbitration procedures of this agreement may be referred to arbitration as a threshold issue.

#### **Section 4 – Other Applicable Procedures**

A. As provided for in 5 USC Section 7121, the following actions may be filed either under the statutory procedure or the negotiated grievance procedure but not both:

- 1. Actions based on unsatisfactory performance (5 USC Section 4303),
- 2. Adverse actions (5 USC Section 7512), and/or
- 3. Discrimination (5 USC Section 2302(b)(1)).

B. Nothing in this Contract shall constitute a waiver of any further appeal or review rights permissible under 5 USC Chapter 71.

C. An employee shall be deemed to have exercised his/her option under this Section when he/she timely initiates an action under the applicable statutory procedure or files a timely grievance in writing under the negotiated grievance procedure, whichever event occurs first. Discussions between an employee and an EEO counselor would not preclude an employee from opting to select the negotiated grievance procedure if the grievance is otherwise timely. For purposes of an EEO action, the time limit for filing a grievance should be extended if the additional time would help facilitate the resolution of the employee's complaint or contribute to a full and complete investigation of the facts.

#### **Section 5 – Jurisdiction**

If either party considers a grievance non-grievable or non-arbitrable, the original grievance will be considered amended to include this issue. Either party must assert any claim of non-grievability or non-arbitrability at the step they make the decision.

## **Section 6 – Representation**

The only other representative(s) an employee may have under this procedure must be approved in writing by the Union. An employee may pursue a grievance without Union representation, but the Union will be given the opportunity to attend each grievance step. The Union will be provided notice immediately when any grievance is filed as well as given advance notice of each meeting. The Union shall promptly receive copies of written grievance decisions.

## **Section 7 – Alternative Dispute Resolution Process**

Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis. The use of Alternative Dispute Resolution (ADR) is encouraged and may be invoked by mutual agreement of all parties at any step under the Negotiated Grievance Procedure.

The grievant, the grievant's representative, or both and the grievance official (normally, the first-line supervisor or the official at the lowest level with authority to grant relief) are encouraged to engage in ADR where appropriate in an attempt to seek a mutually acceptable resolution of the issues giving rise to the grievance. Reasonable time during work hours, with prior supervisory approval, will be allowed to participate in the ADR process.

If the parties agree to participate in the ADR process, they agree to do so in good faith. In that context, they will try to resolve the grievance in a reasonable period of time, not to exceed 20 days unless the parties to the grievance jointly agree to an extension in writing. The ADR process may not be used to unnecessarily delay the grievance process; however, participation in the ADR process will extend the timeframes, up to 20 days (unless the parties jointly agree to an extension in writing), for filing a grievance under the Negotiated Grievance Procedures. Either party may terminate the process at any time. Within 10 days of termination of the ADR process, the grievance official will provide the grievant with a written decision. For further information on the Department's workplace ADR program, see 370 DM 770.

If ADR is successful and the parties are able to resolve the grievance, the ADR specialist will document their agreement in writing and provide a copy of the signed agreement to the grievant, the grievance official, the Union, and the Administrative Officer. The agreement will outline the nature of the resolution reached and will be considered confidential, subject to disclosure only on a need-to-know basis. At that point, the grievance will be considered resolved.

## **Section 8 – Negotiated Grievance Procedure**

The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, or loyalty. Reasonable time during work hours, with prior supervisory approval, will be allowed for employees and Union representatives

to discuss, prepare for, and present grievances including attendance at meetings with Management officials concerning the grievances.

Before initiating the formal grievance process described below, employees are encouraged to attempt to informally resolve any grievance and underlying concerns by initially discussing the problem with their immediate supervisor. This meeting can be facilitated upon request. A grievance submitted to a supervisor or other appropriate official under the informal procedures must be considered and acted upon in a timely manner.

**Step 1** - An employee, the Union, or both shall present the grievance in writing using the Negotiated Grievance Form (NGF), to the immediate supervisor or the next level in the chain of command within 20 calendar days of the date that the employee or Union became aware of the act or occurrence or anytime if the act or occurrence is of a continuing nature. The immediate supervisor or designated grievance official will meet, in person/Video Teleconference (VTC), with the employee/representative within 20 calendar days of receipt of the grievance. Exceptions to the “meet” requirement may be made by mutual agreement. A written answer will be provided within 10 calendar days of the meeting or the agreement not to meet. The answer will include the name and title of the Agency official to which the grievant may address a Step 2 grievance.

**Step 2** - If the grievance is not satisfactorily resolved at Step 1, it shall be presented to the Office of the Area Manager, in writing using the NGF, within 20 calendar days of the Step 1 supervisor’s decision. The grievance must state, in detail, the basis for the grievance and the corrective action desired. The appropriate Management official, or designee, will meet, in person/VTC, with the employee and his/her representative within 20 calendar days of receipt of the grievance. Exceptions to the “meet” requirement may be made by mutual agreement. A written answer will be provided within 10 calendar days of the meeting or the agreement not to meet. The answer will include the name and title of the Agency official to which the grievant may address a Step 3 grievance.

**Step 3** - If no mutually satisfactory settlement is reached as a result of the second step, the aggrieved party or the Union shall submit the grievance to the Office of the Regional Director, in writing using the NGF, within 20 calendar days of receipt of the decision of Step 2. The Regional Director or designee will meet, in person/VTC, with the aggrieved employee and his/her representative within 20 calendar days to discuss the grievance. Exceptions to the “meet” requirement may be made by mutual agreement. The Regional Director or designee will render a written decision to the aggrieved party and the Union within 20 calendar days after the meeting.

Actions taken by Regional Office officials or higher against Montana Area Office employees may be advanced directly to the Step 3 level. The parties may coordinate an effort for informal resolution prior to the actual arbitration.

**Step 4** - If the grievance is not satisfactorily resolved in Step 3, the grievance may be referred to arbitration as provided in the Arbitration Article. Only the Union or the Agency may invoke Arbitration.

All deadlines for the steps above may be extended by mutual agreement of the parties.

### **Section 9 – Management-Initiated Grievances**

Local Management-initiated grievances shall be filed with the local Union president or designee. Such grievance must be filed within 20 calendar days of the act or occurrence or when Management became aware of the act or occurrence. The time limits for the meeting and response will be 20 calendar days.

### **Section 10 – Multiple Grievances**

Multiple grievances over the same issue may be initiated as either a group grievance or as single grievances at any time. If it is a group grievance the employees will be required to designate a group spokesperson. Grievances may be combined and decided as a single grievance at the later steps of the grievance procedure by mutual consent.

### **Section 11 – Waiver of Grievance Steps**

Steps in the negotiated grievance procedure may be waived by mutual agreement.

**Negotiated Grievance Form – AFGE Local 1124 Step: \_\_\_\_**

Name of Employee: \_\_\_\_\_

Employee's Job Title: \_\_\_\_\_ Employee's Work Email: \_\_\_\_\_

Employee's Bureau/Office: \_\_\_\_\_ Employee's Work Phone: \_\_\_\_\_

Name of Employee's Rep.: \_\_\_\_\_

Representative's Office: \_\_\_\_\_ Rep's Work Phone: \_\_\_\_\_

Name of Management  
Official receiving this Grievance: \_\_\_\_\_

Has the situation been discussed with your immediate Supervisor? (\_\_\_\_) Yes (\_\_\_\_) No  
Is this an Informal Grievance or Formal Grievance? \_\_\_\_\_

If a Formal Grievance, are You Requesting an Oral Presentation to Discuss this Grievance?  
(\_\_\_\_) Yes (\_\_\_\_) No

Are You Interested in Participating in Alternative Dispute Resolution to Resolve this Grievance?  
(\_\_\_\_) Yes (\_\_\_\_) No

Date of Action Giving Rise to Grievance: \_\_\_\_\_

Date Employee Became Aware of Action: \_\_\_\_\_

Detailed description of the Grievance (attach additional pages as necessary):  
\_\_\_\_\_  
\_\_\_\_\_

Personal Relief Requested: To qualify as personal relief, a requested remedy must directly benefit the grievant, be specific and clear, and may not include a request for disciplinary action against another employee:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has a complaint or appeal on this issue been filed with the Office of Civil Rights, Bureau EEO Office, the Equal Employment Opportunity Commission, Merit Systems Protection Board, the Office of Special Counsel, or Federal Labor Relations Authority?

(\_\_\_\_) Yes If Yes, with whom? \_\_\_\_\_ (\_\_\_\_) No

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Union Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date Received by Supervisor or designee: \_\_\_\_\_

## **ARTICLE 15 – ARBITRATION**

### **Section 1 – Notice to Invoke Arbitration**

Only the Union or Management may refer to arbitration any grievance that remains unresolved after the final step of the Negotiated Grievance Procedure. A notice to invoke arbitration shall be made in writing to the opposite party within 30 calendar days after receipt of the written decision rendered in the final step of the grievance procedure.

### **Section 2 – Conventional Arbitration Procedure**

On or after the date of the notice to invoke arbitration, the moving party will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven impartial persons to act as an arbitrator. The parties shall meet within 10 calendar days after receipt of such list to select an arbitrator. If the parties cannot mutually agree on one of the listed arbitrators, then Management and the Union will alternatively strike one potential arbitrator's name from the list of seven and will then repeat this procedure until one name remains. The remaining person shall be the duly selected arbitrator. The parties will choose lots to determine who strikes the first name. Following the selection, the moving party will, within 14 calendar days, notify the Federal Mediation and Conciliation Service of the name of the arbitrator selected. A copy of the notification will be served on the other party. The time limits may be extended by mutual consent.

The procedures used to conduct an arbitration hearing shall be determined by the arbitrator. Both parties shall be entitled to call and cross-examine witnesses before the arbitrator. All witnesses necessary for the arbitration will be in paid status. Schedule changes may be made without regard to contract provisions in the Hours of Work and Work Schedules article. Official time for arbitration will be granted in accordance with the provisions of the Official Time article.

The parties will attempt to submit a joint statement of the issue or issues to the arbitrator. If the parties fail to agree on a joint submission, each shall make a separate submission. The arbitrator shall determine the issue or issues to be heard.

### **Section 3 – Hearing**

1. There will be no ex parte communication with the arbitrator. If there is a need for communication, all parties will be present.
2. The arbitrator normally contacts both parties and arranges for the hearing date, time, and place.
3. The parties will notify each other of its representative(s) prior to the hearing.
4. The arbitrator may issue a bench decision at the hearing which shall be later confirmed in writing. This decision shall be based on the record developed by the parties and shall include a brief written explanation.
5. It shall be the responsibility of the parties to thoroughly develop and prepare cases for prompt presentation.



#### **Section 4 – Decision**

The arbitrator's decision shall be final and binding; however, either party may file an exception to the arbitrator's decision in accordance with applicable law and regulations. The arbitrator will be requested to render a decision within 60 calendar days. Any dispute over the interpretation of an arbitrator's decision shall be returned to the arbitrator for settlement, including remanded decisions. Each party will be provided a copy of the arbitrator's decision.

#### **Section 5 – Arbitration Fees and Expenses**

1. The arbitrator's fees and expenses shall be borne equally by the parties. In connection with each case, the arbitrator will be advised by the Union and Management of the appropriate officials to be billed.
2. The Court Reporter (transcriptionist) shall be procured from the local area, if available. A Court Reporter from outside the local area shall require the approval of both parties. If either party requests a transcript, that party will bear the entire cost of their transcript(s).
3. For local grievances, the site normally will be the facility where the grievance exists. Another site may be designated upon mutual agreement. If another site is used, expenses shall be borne equally by the parties.
4. Any estimated costs will be shared once known.

## ARTICLE 16 – MERIT PROMOTION

Union and Management agree that the purpose and intent of the provisions contained herein are to ensure that promotions are made equitably and in a consistent manner. The Agency and the Union share an interest in a fair and open merit promotion process that provides employees with the opportunity to advance in their careers based on merit. Accordingly, the Agency and Union agree to work cooperatively in regards to the merit promotion process. The Agency agrees to give consideration to all employees, including bargaining unit employees who apply for said positions.

Merit promotion actions will be in accordance with the most current regulations of the Office of Personnel Management (OPM), and the approved Department of the Interior (DOI), Bureau of Reclamation Merit Promotion Plan. In the event the OPM or DOI propose to amend the Merit Promotion Plan, the Union will be notified and provided the opportunity to negotiate appropriate arrangements. A copy of the current DOI, *Bureau of Reclamation Merit Promotion Plan* can be found at: <http://intra.gp.usbr.gov/hr/>.

Management will notify the Union with plans to fill positions and allow the Union an opportunity to comment when appropriate.

Management agrees to notify all MTAO employees through electronic mail of vacancy announcements within the MTAO area whenever possible. Employees without access to electronic mail will be notified of these vacancies.

## **ARTICLE 17 – UPWARD MOBILITY**

Management will explore all possibilities, including Upward Mobility, when filling vacant positions. Additionally, Management will work with the Union to identify opportunities which may be appropriate for upward mobility. When positions are identified as possible upward mobility opportunities, Management may seek to fill the position through upward mobility recruitment in conjunction with delegated examining and merit promotion recruitment procedures to meet program needs and goals. The Agency agrees to consider involvement of the Union with Upward Mobility processes when deemed appropriate by Management.

## **ARTICLE 18 – EMPLOYEE TRAINING AND CAREER DEVELOPMENT**

### **Section 1 – General Provisions**

A. Union and Management agree that the training and development of employees is of critical importance in carrying out the mission of the Montana Area Office. In recognition of this, Management will encourage and provide training and career development opportunities to employees of the bargaining unit. Management is responsible for ensuring that all employees receive the training necessary for the performance of the employees' assigned duties.

### **Section 2 – Individual Development**

An Individual Development Plan (IDP) will be prepared and updated annually. Upon an employee's assignment to a new or different position, Management will inform the employee of the purpose of an IDP and develop an IDP that outlines the skills or knowledge required for performance in the position and recognizes the employee's development interests. Management shall make every reasonable effort to provide the opportunity for training and development activities identified on each employee's approved IDP when such training is related to the employee's official job duties.

### **Section 3 – Training Costs**

A. The Agency will pay expenses, including tuition, travel and per diem, in connection with training required by the Agency to perform the duties of an employee's current position or a position to which an employee has been assigned, in accordance with the Agency's training policy.

B. Depending upon the availability of funds and training priorities, the Agency will also pay appropriate expenses, in accordance with the Agency's training policy, for work-related training that will increase an employee's knowledge, skills, and abilities in connection with career growth or advancement opportunities.

C. When resources for training are limited, approval for training funds will be based on fair criteria that are equitably applied.

## **ARTICLE 19 – DETAILS, REASSIGNMENTS, AND TEMPORARY PROMOTIONS**

### **Section 1 – General**

A. A detail is the temporary assignment of an employee to a different position for a specified period of time with the employee returning to his regular duties at the end of the detail.

B. Details of 30 days or more should be documented by the Supervisor for the purpose of documenting the amount of time and the duties performed.

C. The following procedures shall apply when offering details of 10 consecutive workdays or more to both classified and unclassified positions:

1. Management will notify the Union of all detail opportunities.
2. If more employees volunteer than vacancies exist, Management will select from the volunteers. Detail positions to the extent appropriate will be structured to allow multiple employees the opportunity to fill the detail.

D. Details of less than 10 consecutive workdays shall be on a fair and equitable basis, and procedures for such details may be subject for negotiations.

### **Section 2 – Temporary Promotions**

Temporary promotions will be effected within OPM and Agency Merit Promotion regulations.

### **Section 3 – Restriction on Lower-Graded Duties**

Should the requirements of Management necessitate a detail to a lower-level position, this will in no way adversely affect the detailed employee's salary, classification, or position of record.

### **Section 4 – Relocation Expenses**

An employee whose duty station changes either involuntarily or due to promotion may be entitled to relocation expenses in accordance with regulations.

### **Section 5 – Voluntary Demotion/Downgrade**

Prior to acting on an employee's request for a voluntary reduction in grade, Management will assure that:

- A. The employee has been fully apprised in writing about the effects of such an action, and

B. The employee has been given an explanation of other alternatives relevant to the particular case.

**Section 6 – Assignments of Duties for Medical Reasons**

Employees recuperating from serious illness or injury and temporarily unable to perform their assigned duties as certified by a physician may voluntarily submit a written request to their supervisor for temporary assignment to duties commensurate with documented limitations, the employee's qualifications, and the availability of such duties.

Management may require that such requests be reviewed by a Federal medical officer for appropriate recommendations. Management will consider such requests in accordance with applicable rules and regulations and medical recommendations.

## **ARTICLE 20 – POSITION DESCRIPTION AND CLASSIFICATION**

### **Section 1 – General**

A. Each position covered by this Contract that is established or changed must be accurately described in writing and classified to the proper occupational title, series, code, and grade.

B. Employees will be properly compensated for duties performed on a regular and recurring basis, and will be furnished a current, accurate copy of the description of the position to which assigned at the time of assignment and upon request.

C. Position descriptions will be kept current and accurate, and positions will be classified properly. Changes to a position will be incorporated in the position description to assure that the position is correctly classified/graded to the proper title, series, and grade. Incidental changes may be made in the form of pen and ink notations on the position description as requested by Management. Current position descriptions will be provided to the Union, upon request.

D. Any employee who feels that he/she is routinely performing duties outside the scope of their position description, or that it is otherwise inaccurate, may make a written request to their immediate supervisor that the position be reviewed. The employee shall make a summary of the inaccuracies and/or additional duties not described. The supervisor and the employee will meet to discuss the alleged inaccuracies and/or additions. A decision as to whether or not a new/revised position description is warranted will be made and communicated to the employee. If so, within 60 days of the decision, Management will submit a new/revised position description for classification review to Human Resources. Denial of the request to incorporate the requested changes to the position description will be made in writing. If the employee is not satisfied with the supervisor's decision, he/she may use the Agency classification appeal process and/or Office of Personnel Management (OPM) classification appeal procedures.

E. Employees dissatisfied with the classification of their positions should first discuss the problem with their supervisors. If a supervisor is unable to resolve the issue to the employee's satisfaction, the employee can discuss the matter with the Human Resource Manager or appropriate staff member who will explain the basis for the classification/job grading. An employee and/or the Union, upon request, will have access to the position description, evaluation report, if available, organizational and functional charts and other pertinent information directly related to the classification of the position. This informal classification review process should be completed in a reasonable period of time. When a desk audit is conducted it will be completed within 90 days of the Union or employee request. This time frame may be extended by mutual consent. As appropriate, desk audits will be performed at the employee's work station. If the employee still believes there is an inequity, an appeal may be filed with the Department or OPM as appropriate.

F. No position(s) will be downgraded without a thorough review. For a downgraded position, the employee's pay and grade will be maintained on an incumbent basis in accordance with law and regulations.

G. Delegations of authority for the classification of positions will be specified by Agency policies and regulations.

## **Section 2 – Classification Standards**

A. Positions will be classified by comparing the duties, responsibilities, and supervisory relationships in the official position description with the appropriate classification and job grading standard.

B. The Agency will apply newly issued OPM classification and job grading standards within a reasonable period of time. The Union will be notified of new standards. Current standards will be provided upon request.

C. The Agency will provide the Union with copies of any Agency developed supplemental guidance in connection with any classification standards.

## **Section 3 – Classification Appeals**

A. The Agency will provide employees and Union with copies of procedures for filing classification appeals through the Agency or OPM channels upon request.

B. Employees or their representatives are encouraged to submit their classification/job grading appeals through the local Human Resources Management (HRM) office. The HRM office will forward the appeal to the Agency or OPM as appropriate no later than 15 days from receipt and will provide the Union with 2 copies of the employee's appeal request. However, this does not preclude an employee from filing a classification/job grading appeal directly to the Agency or OPM as appropriate.

C. An employee who files a classification appeal is entitled to a copy of the Agency's classification appeal file. The Union is entitled to the same material upon request.

## **Section 4 – Effective Date**

The effective date of a personnel action taken as a result of an appeal should be in a timely manner following the date of the decision.



## ARTICLE 21 – PERFORMANCE APPRAISAL SYSTEM

### Section 1 – Overview

A. The purpose of the performance appraisal system is to provide a fair and equitable framework for honest feedback and open, two-way communications between employees and their supervisors in accordance with DOI Performance Appraisal Handbook (370 DM 430) and any current Reclamation Regulations and Policies. Complete Performance Appraisal Handbook can be found at: <http://intra.gp.usbr.gov/hr/>.

The performance appraisal system should include:

- Continuous communication
- Employee performance improvement
- The supervisor’s role to coach
- Recognition of overall employee contributions
- Identify criteria that must be met to achieve higher than Fully Successful ratings

B. The Department of the Interior’s performance management policy is designed to document the expectations of individual and organizational performance, provide a meaningful process by which employees can be rewarded for noteworthy contributions to the organization, and provide a mechanism to improve individual/organizational performance as necessary.

C. To accomplish these objectives, managers need to identify organizational goals to be accomplished, communicate individual and organizational goals to employees that support the overall strategic mission and goals of the Department, monitor and evaluate employee performance, and use performance as a basis for appropriate personnel actions, including rewarding noteworthy performance and taking action to improve less than successful performance.

D. An annual rating of an acceptable level of performance allows employees to be considered for within grade increases, promotions, and awards.

E. An Employee Performance Appraisal Plans (EPAP) provides the employee with clear expectations/goals based on position requirements and a method for the supervisor/manager to rate his/her progress objectively. The plan consists of a set of rating elements and performance standards used to evaluate such elements.

F. The employee may discuss the standards with the Union representative, if desired.

G. Performance elements and standards should be measurable, understandable, verifiable, achievable, and applied in an equitable and objective manner.

H. The employee’s signature on the completed form does not imply that the employee agrees with the evaluation. It only verifies that the supervisor has discussed the rating

with the employee and that they have received a copy of the evaluation. An employee may add comments to the form.

I. When evaluating performance, the supervisor may consider factors which affect performance that are beyond the control of the employee

## **Section 2 – Critical Elements**

A critical element is an assignment or responsibility of such importance that unsatisfactory performance in that element alone would result in a determination that that employee's overall performance is unsatisfactory. As defined by law failure on one or more critical elements can result in the employee's reassignment, removal, or reduction in grade. Consequently, critical elements must describe work assignments and responsibilities that are significantly influenced by an employee's work effort and within the employee's control.

## **Section 3 – Performance Improvement Plan (PIP)**

A. The employee must be notified in writing of unsatisfactory performance, what is needed to bring performance up to a Minimally Successful level and what assistance will be provided. This written notification is in the form of a Performance Improvement Plan (PIP). The employee should be warned concerning the consequences of continued performance below the Minimally Successful ("acceptable") level and given a *reasonable* time to demonstrate at least Minimally Successful performance before a reduction in grade or removal is considered. Additionally, rating officials are encouraged to make efforts to help employees with Minimally Successful performance raise their performance to a Fully Successful level. It is the employee's responsibility to bring their performance up to a minimally acceptable level. The employee may request Union representation in this process.

B. At any time during the PIP period, the supervisor may conclude that the employee's performance has improved to at least the Minimally Successful level and the PIP can be terminated. In that event, the supervisor will notify the employee in writing and terminate the PIP.

## **Section 4 – Performance-Based Actions**

A. Should all remedial action fail and the employee's performance is determined to be unacceptable, the supervisor will issue a rating of unacceptable performance to the employee. One of the following actions may be taken: reassignment, reduction to the next lower appropriate grade, or removal.

B. Employees have the right to appeal a performance-based removal or demotion to the Merit Systems Protection Board or to grieve the action through the Negotiated Grievance Procedure. An employee can choose between these two methods of appeal, but cannot pursue both avenues.

## **ARTICLE 22 – WITHIN GRADE INCREASES**

In order to justify granting a within-grade increase (WIGI), the employee must be performing at an “acceptable level of competence” in accordance with the DOI Performance Appraisal Handbook (370 DM 430).

The WIGI will be granted as soon as the employee is eligible if he/she has met an acceptable level of competence.

Prior to initiating an action to withhold a within-grade increase Management will notify the employee in writing. After a WIGI has been withheld, Management may grant a WIGI at any time after it determines that the employee has demonstrated performance at an acceptable level of competence. The employee may request Union representation in this process.

## **ARTICLE 23 – EMPLOYEE AWARDS AND RECOGNITION**

The Parties agree that employee incentive and performance awards are mutually beneficial to Management and employees. The Parties also agree that awards are discretionary, are not an entitlement, should be administered fairly and equitably throughout the MTAO, and that funding availability must be considered in granting monetary awards. Purposes of awards are to recognize individual and group achievements, and to acknowledge contributions that lead to achievement of organizational, team, or individual results.

Employees and Management officials are encouraged to identify individual employees whom they believe should be recognized for high quality accomplishments or contributions. Types of awards available to employees include but are not limited to: Monetary Awards (e.g., Star, Co-Worker, etc.), and Non-Monetary (e.g., time off awards, letters of appreciation, honorary awards, time in service, safety recognition awards, etc.).

Information regarding current DOI and BOR policies and procedures can be found at <http://intra.gp.usbr.gov/hr/>. In the event the DOI or BOR proposes to amend the awards and policies procedures, the Union will be notified and provided the opportunity to negotiate appropriate arrangements.

## **ARTICLE 24 – HOURS OF WORK AND WORK SCHEDULES**

### **Section 1 – Purpose**

Hours of work and work schedules will be in accordance with regulations of the Office of Personnel Management (OPM), and/or Department of the Interior (DOI) policy, and/or Reclamation policy.

Hours of work and work schedules include: General hours of work, compressed work schedules, flexible work schedules, credit hours, and holidays. Recognizing that all offices and field operations must be adequately staffed, all employees have the right to request a specific work schedule. Management has the authority to disapprove an individual request based upon adequate work related rationale. If the request is denied, the employee will receive an explanation of the denial.

### **Section 2 – Changes**

If Management changes hours of work and/or work schedules, this would constitute a change in conditions of employment. See Article on Communication and Negotiations on Changes in Conditions of Employment.

Nothing in this Agreement shall limit or affect the Management rights set forth in 5 U.S.C. § 7106 found in the Federal Service Labor-Management Relations Statute, 5 U.S.C. §§ 7101 *et seq.*

### **Section 3 – Pay Administration**

#### **In accordance with 5 C.F.R. 551:**

##### **A. Overtime**

Overtime is paid for work in excess of 8 hours per day, or 40 hours per week, for employees on a conventional or flexible work schedule. For employees who are assigned to a compressed work schedule, overtime is paid for work in excess of their daily scheduled hours and weekly tour of duty.

##### **B. Compensatory Time**

Compensatory time is time off for regularly scheduled work in lieu of overtime pay for overtime hours worked. Any employee may request to receive compensatory time off in lieu of overtime pay, subject to approval by management.

##### **C. Call Back and Standby**

Employees who are placed on call back or standby at management's request, will be compensated in accordance with applicable Federal pay regulations. Employees who, on their own volition, restrict their activities and/or use electronic communication devices to be available for duty after work hours are not on call back or standby.

## **ARTICLE 25 – TELEWORK**

The Telework program shall be administered in accordance with PERSONNEL BULLETIN 05-02 and the current Great Plains Region Telework Guidance which can be found on the HR website.

GP Region Telework Guidance allows eligible employees to work at an alternate worksite, including their home, on an occasional basis (situational telework). Telework is not an employee right, and approval or termination is within a supervisor's discretion.

Under this program, participants may work at home or in a satellite office with the supervisor's approval. Participation in the Telework Program must produce a benefit to both the employee and the Government.

## ARTICLE 26 – LEAVE

### Section 1 – General

A. Employees will accrue and use leave in accordance with applicable statutes, OPM regulations, and the *Great Plains Regional Absence and Leave Guidebook*. A copy of the current leave policies can be found at: <http://intra.gp.usbr.gov/hr/>.

B. Any absence from duty must be approved by the leave approving official (LAO), whether excused, charged to leave, or on official duty such as for training or detail.

C. Requests by representatives of the employee, such as family members, are generally not acceptable unless the employee is incapacitated. Requests for leave made **to anyone other** than the LAO or designee, such as timekeepers or co-workers, **will not be recognized as valid requests**. Employees who rely on this method may be charged absence without leave (AWOL).

D. LAO's should ensure that their individual policy on requesting leave is communicated to all employees.

E. All leave is charged in 15-minute increments, except AWOL, which must be charged for actual time absent. The establishment of a standard charge for leave does not affect a supervisor's authority to waive charges by excusing short periods of tardiness or absence when circumstances warrant.

F. Except for emergency absences, leave must be scheduled and approved in advance of its actual use. Employees are required to submit leave requests in sufficient time to allow for careful scheduling and approval (or perhaps rescheduling) of such leave. Leave requests for more than 3 consecutive workdays must be by written request, preferably a *Request for Leave or Approved Absence*, OPM-71. The approval or denial of that leave must be properly documented and the employee notified accordingly. Leave periods of 3 days or less may be initialed on the T&A reports, unless required otherwise by the supervisor or management official.

G. Leave for prearranged appointments should be requested 48 hours in advance when possible. Emergency leave should be requested as soon as possible, usually within 1 hour of the beginning of the workday.

H. The applicability of leave restriction applies regardless of whether the leave is for family care purposes. The leave restriction is evaluated based on the documentation requested and provided and the leave is provisionally granted. If the documentation does not meet the requirements of the leave program, the leave may be changed to AWOL in accordance with the leave restriction letter.

I. Non-duty Situations.—When an employee provides information to the supervisor that he or she may not be physically or mentally competent to perform the full range of duties

for the assigned position, the supervisor should give the employee the option of using leave. In cases when the employee refuses to leave or where the supervisor feels the employee may not be able to work, the supervisor should contact the Human Resources Specialist for guidance.

## **Section 2 – Annual Leave**

### A. General

Annual leave is provided and used for vacation periods and to allow time off for personal and emergency purposes. Employees must request annual leave in sufficient time to allow the LAO to schedule the leave in relation to the workload. Annual leave should generally be scheduled and approved or disapproved at the time it is requested by the employee. Employees are cautioned that although they are entitled to use earned annual leave, the LAO has the authority to determine when annual leave is authorized. Annual leave may be denied when workload necessitates that the employee be on duty.

If an employee does not request leave or does not use leave that is approved, any leave which is forfeited will be considered a choice made by the employee.

### B. Requesting and Charging Leave

Leave requests for more than three consecutive workdays must be submitted in writing, preferably on *Request for Leave or Approved Absence*, Form OPM-71. In an emergency situation, the employee is expected to contact the supervisor as soon as possible. Requests for emergency absence(s) must be for legitimate and compelling reasons, and should not be used to circumvent the requirement that annual leave be scheduled and approved in advance. Approval for such absences may be withheld and the leave charged as absence without authorized leave (AWOL), if the approving official cannot ascertain that the absence was for acceptable reasons.

If sickness occurs during a period of annual leave, the period of illness may be charged to sick leave provided the employee makes a timely request for the change (i.e., first day on return to duty). Annual leave cannot be substituted retroactively for sick leave already granted and taken when the sole purpose of the substitution is to avoid forfeiture of annual leave at the end of the leave year. (See 31 CG 524 and 38 CG 354.)

If scheduling conflicts arise among employees' annual leave requests, they shall be resolved consistent with LAO practices. Management will attempt to allow the maximum number of employees to use leave in accordance with coverage requirement.

### C. Advancing Annual Leave

Permanent and temporary employees may be advanced annual leave in an amount up to that which they would earn in the remainder of the leave year. Employees do not have an



entitlement to advance leave. Requests must be approved at least one level above the immediate supervisor.

### **Section 3 – Sick Leave**

#### A. General

Sick leave is an employee's earned benefit and will be granted to the employee for appropriate absences. Examples might include, but not be limited to, absences for medical, dental, or optical examination or treatment; being incapacitated for the performance of duties by sickness, injury, pregnancy, or quarantine; etc.

When an employee is unable to report to duty because of illness, the employee is responsible for personally notifying the LAO as soon as possible. Notification by anyone other than the employee is normally not acceptable. The employee should designate the type of leave requested and assure that it is approved. The employee is expected to call in on **each day of the absence** unless the absence was approved for a specific time period.

Sick leave is not always automatically approved. The LAO may charge absences to AWOL when there is reason to believe that the employee has misrepresented the reason for leave or when appropriate medical certification is not provided when required. Approval of sick leave for an employee's own use is appropriate **only** when an employee is physically or mentally incapacitated for duty or for related reasons such as medical, dental, or optical appointment. The use or approval of sick leave for nonmedical purposes is improper and may result in disciplinary action. Sick leave is also appropriate when caring for family members under specific circumstances.

Sick leave for 3 workdays or less may be initialed on the T&A report. Sick leave beyond 3 workdays must be documented on an OPM-71. Employees may be required to submit a medical certificate for any period of sick leave if the LAO has good reason to believe that the employee's leave record justifies it. The LAO should give the employee advance notice of this requirement.

- The inclusive dates of the illness covering all dates the employee was incapacitated for duty.
- An explanation of the nature of the injury or illness.
- The doctor's name, address, and telephone number.

Specific medical documents regarding employee absence for sick leave purposes are highly sensitive. Management will ensure that they are maintained in a secure and confidential manner.

#### B. Advancing Sick Leave

Sick leave will only be advanced in cases of disability or illness which could not reasonably have been anticipated and planned for and is supported by a physician's

certificate. It may also be advanced for family care purposes (See Section 6). Sick leave will not be advanced in cases where there is reasonable doubt that the employee will be able to repay the advance, or where the incapacitation of the employee could reasonably have been planned (e.g., cosmetic/elective surgery, etc.)

Accumulated sick leave must be exhausted prior to advancement. Sick leave is advanced for not more than 30 days for full-time employees or a prorated number for part-time employees. Upon return to duty from advanced sick leave, the unused advance will be canceled.

Sick leave should not be advanced for employees who have filed for disability retirement or who are reasonably expected to resign. Advance sick leave is typically approved at one level above the immediate supervisor.

As an alternative to advancing sick leave, the employee and the supervisor may consider the Voluntary Leave Transfer Program, LWOP, or an adjustment from full-time to part-time employment during a period of recuperation, thus allowing the employee to work less than 8 hours daily until the employee is fully recovered. In considering such options, the LAO and the employee should consult the Human Resources Office, GP-1250, regarding the effects of LWOP and part-time employment on an employee's benefits, as well as possible employment ceiling implications in moving between full-time and part-time status.

#### **Section 4 – Absence Without Leave (AWOL)**

AWOL is a nonpay status for any absence from duty *not* authorized by the proper LAO.

AWOL should be charged when an employee is absent without permission or has not notified his or her LAO or provided satisfactory explanation or documentation for the absence from duty. An AWOL charge may be changed later to an appropriate type of leave if the LAO determines that the employee has satisfactorily explained the absence or presented acceptable documentation.

Although AWOL is not considered a disciplinary action, it can form the basis for future disciplinary action.

#### **Section 5 – Leave Without Pay (LWOP)**

Leave Without Pay is a temporary nonpay status and absence from duty that, in most cases, is granted at the employee's request. Except for specified situations listed below, employees do not have an entitlement to LWOP. Management has the discretion to determine whether requests for LWOP will be approved. Employees have an entitlement to LWOP in the following situations:

- A. The Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3, February 5, 1993), provides covered employees with an entitlement to a total of up to

480 hours of unpaid leave (LWOP) during any 12-month period for certain family and medical needs. (See 5 CFR part 630, Subpart L, and Section 1-7 of this guidebook).

B. The Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353), provides employees with an entitlement to LWOP when employment with an employer is interrupted by a period of service in the uniformed service. (See 5 CFR 353.106.)

C. Executive Order 5396, July 17, 1960, provides that disabled veterans are entitled to LWOP for necessary medical treatment.

D. Employees may not be in a pay status while receiving workers' compensation payment from the Department of Labor.

E. Employees should be aware that LWOP affects their entitlement to or eligibility for certain Federal benefits (such as health benefits, life insurance, accrual of annual and sick leave, retirement benefits, and others as outlined in *the Great Plains Regional Absence and Leave Guidebook*).

F. Supervisors and employees should be aware that LWOP is approved leave which distinguishes it from AWOL which is not approved. The authorization of LWOP is a matter of administrative discretion except for entitlement under FMLA. It is Department of the Interior's policy to grant LWOP only when it will be of mutual benefit to the agency and the employee. LWOP should only be granted when there is a reasonable expectation that the employee will return to his or her position at the expiration of the LWOP.

## **Section 6 – Leave for Family Care Purposes**

The following may be used for leave to care for a family member as listed below. For additional information please refer to *Great Plains Regional Absence and Leave Guidebook*.

A. Sick leave for family care.

B. Sick leave to care for family members with a serious health condition.

C. Leave under the FMLA.

## **Section 7 – Excused Absence (Administrative Leave)**

Excused absence is an absence from duty administratively authorized without loss of pay and without charge to leave. This is commonly referred to as administrative leave. Some common reasons for excused absences include absences for blood, bone marrow, or organ donations; Management group/office dismissals for approved reasons; attendance at court and other judicial proceedings (e.g., as a juror or witness, etc.); or taking a physical examination required by the agency. Other examples and applicable limitations are outlined in the *Great Plains Regional Absence and Leave Guidebook*. Employee requests for administrative leave will be made to the appropriate supervisor.

## **Section 8 – Compensatory Time, Credit Hours, and Travel Compensatory Time**

Procedures for requesting and using these types of leave are the same as specified in Section 2.

## **ARTICLE 27 – OFFICIAL AGENCY TRAVEL**

### **Section 1 – Compensation and Travel**

A. The Union and Management recognize that employees may be required to travel from their official duty station on official government business and that employees will be compensated for official travel in accordance with law and existing regulations.

### **Section 2 – Government Travel Credit Card Program (GTCC)**

A. The Travel and Transportation Reform Act of 1998, “TTRA” (Public Law 105-264) imposes the mandatory requirement that most official travel expenses will be charged on the GTCC and that the Agency must have certain procedures in place regarding travel.

B. The GTCC is a Government-issued card for official business only and is not a personal credit card of the employee.

C. Management will provide training to all employees on the use of the GTCC as well as on any subsequent updates to the program.

### **Section 3 – Personal Accommodations**

Management and the Union will work cooperatively to identify reasonable, safe, and sanitary lodging accommodations for employees on temporary duty status.

### **Section 4 – Travel Related Safety And Health**

A. Employees should report any safety problems and damage associated with Government vehicles for further investigation. If an employee reasonably believes a vehicle is unsafe for operation, the fleet manager and/or the Supervisor should be notified. The Agency will investigate and take appropriate action.

B. Government vehicles reported and verified as unsafe for operation shall not be issued for further use until repaired.

C. Employees are required to report accidents and mishaps that occur as soon as possible.

## **ARTICLE 28 – WORKERS’ COMPENSATION**

### **(ON-THE-JOB INJURY AND OCCUPATIONAL ILLNESS)**

Employees shall report to their supervisor all injuries or occupational illnesses which occur on the job. Management shall expeditiously process and forward to the Office of Workers’ Compensation Programs (OWCP) all documentation required which is within the GP Region's control when an employee sustains an on-the-job injury or allegedly contracts an occupational disease. At the employee's written request, copies of the employee's OWCP file content will be sent to the Union. Management agrees to provide employees information and assistance in completing the claim forms under the Federal Employees Compensation Act (FECA). Employees have a right to seek Union representation at any time during this process.

## **ARTICLE 29 – DISCIPLINE AND ADVERSE ACTIONS**

### **Section 1 – General**

Disciplinary actions will be taken in accordance with regulations as stated in 5 CFR Part 752.

Section 7114(a)(2)(B) of Title 5, U.S. Code (USC) provides representation rights for bargaining unit members who believe that certain investigatory examinations could lead to disciplinary action against them. Disciplinary and adverse actions must be taken for such cause as will promote the efficiency of the service. The parties agree to the concept of progressive discipline designed primarily to correct and improve employee behavior. Employees will be subject to disciplinary or adverse action only for just cause. Additional information on “Douglas Factors” and “Table of Offenses and Penalties” can be found at Appendix K in the *Great Plains Region Supervisors Guidebook* <http://intra.gp.usbr.gov/hr/>.

### **Section 2 – Definitions**

Disciplinary actions covered by the provisions of this Article are defined as Official Reprimands and Suspensions of 14-calendar days or less. Adverse actions covered by the provisions of this Article are defined as removals, suspensions of more than 14-calendar days, reductions-in-grade, reductions-in-pay, and furloughs of 30-calendar days or less for employees serving in bargaining unit positions at the time the action is initiated. Disciplinary and adverse actions are included in an employee’s Official Personnel Folder.

### **Section 3 – Investigations**

The Union shall be given the opportunity to be present at any examination of an employee in the unit, by a representative of the Agency, in connection with an investigation if the employee reasonably believes that the meeting may result in disciplinary action against the employee and the employee requests representation. See appendix A “Weingarten Rights.”

### **Section 4 – Adverse Actions**

In adverse action cases, the employee will be provided an advance written notice of at least 30 calendar days before the effective date of the proposed action, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed under 5 USC 7513, or exceptions covered under 5 CFR 752.404.

In the event an employee is issued a notice of proposed adverse action, that proposal must include all of his/her appeal rights. The employee and/or their designated representative shall be given the opportunity to review the material relied upon for the proposal, and provided an opportunity to reply to the charges orally, in writing, or both using the

assistance of the Union as appropriate. The employee and the representative shall be given a reasonable amount of official time to review such evidence and prepare a reply. Consideration will be given to an extension of response time upon written request from the employee or his/her representative. Such request must include specific justification for the extension.

### **Section 5 – Appeals**

Disciplinary actions may only be appealed through the negotiated grievance procedure. Adverse actions may be appealed to either the Merit Systems Protection Board (MSPB) or through the negotiated grievance procedure, but not both. An employee will be deemed to have exercised his/her option under this section when the employee initiates an appeal under MSPB procedures, or timely files a grievance under the negotiated grievance procedure. Grievances shall be processed using the procedures described in the Article on Negotiated Grievance Procedure of the Agreement. An employee or his representative will be given an opportunity to review the material relied upon in taking an action under this Article.

Once discipline has been administered or the employee has been issued a letter of decision on a formal disciplinary action, the employee may then exercise the appropriate grievance or appeal procedures.



### **ARTICLE 30 – EQUAL EMPLOYMENT OPPORTUNITY**

The Agency and the Union agree that discrimination in employment because of race, color, religion, sex, national origin, age, disability, or sexual orientation as these terms are defined by appropriate law, regulation or Executive Order is prohibited. For information regarding EEO refer to Title VII of the Civil Rights Act of 1964 as Amended; 29 CFR 1614; Age Discrimination in Employment Act; Rehabilitation Act; and Executive Orders 13087, 13145, and 13152.

The Union recognizes that since a statutory appeal procedure exists for matters that pertain to EEO complaints, such complaints do not come under the purview of the negotiated grievance procedure. The Union recognizes that the GP Region is under no obligation to report, consult, or to permit any form of Union participation in such proceedings. However, a Union official may serve as a complainant's representative in a non-Union capacity.

If EEO process outcomes impact the bargaining unit, Management will notify the Union whenever possible.

## **ARTICLE 31 – SAFETY AND HEALTH**

### **Section 1 – General**

Management and the Union recognize that our most valuable resource is our people. Workplace safety and health in the Montana Area Office is a high priority and must be a part of every operation and is every employee's responsibility at all levels.

Management will maintain a safety and health program by following applicable laws and regulations of the Department of Labor, Department of the Interior, and Bureau of Reclamation policies. To be successful, such a program must embody the proper attitudes toward injury and illness prevention on the part of supervisors and employees. It also requires cooperation in all safety and health matters, not only between supervisors and employees, but also between employees and their coworkers. Only through such a cooperative effort can a safety and health program be effective.

Our facilities must provide a safe and healthful work environment for the occupants. All parties will work together to identify and eliminate or control workplace hazards. In construction projects, safe practices are required to protect the workers and minimize disruption to our customer's operations.

For further specific information related to the MTAO Safety Program, refer to the *Montana Area Office Safety and Health Handbook*.

### **Section 2 – Union Participation**

When there is bargaining unit employee involvement, the Union may designate representatives who will represent the interests of the Union and the employees in the development and implementation of MTAO Safety and Health Programs. The Union may also designate representatives to participate in any MTAO safety teams and committees. Any designee would be subject to Management's approval.

When appropriate, the Union will be notified and given the opportunity to participate in scheduled workplace inspections concerning bargaining unit employee safety and health.

### **Section 3 – Training**

Management recognizes the need for Safety training for all employees upon initial assignment, as required, and when there is an indication that employees lack the appropriate level of knowledge to safely perform their duties and assignments. Refresher training will be considered and may be made available by management anytime a work-related injury occurs.

Management agrees to consider providing basic and specialized safety and health training for representatives serving on the MTAO Safety Team/Committee.

#### **Section 4 – Allegations of Reprisal**

Management agrees that there shall be no restraint, interference, coercion, discrimination, or reprisal directed against any employee for filing a report of an unsafe or unhealthful working condition.

## **ARTICLE 32 – OFFICIAL RECORDS AND SUPERVISORY EMPLOYEE FILE**

Official records and supervisory employee file are confidential, shall be viewed or disseminated by officials/employees only with a legitimate need to know, and must be retained in a secure location. Employees will be notified of the location of their Official Personnel Folder (OPF). If the employee requests to review their OPF, Management will make arrangements for employees to view their records and/or have a copy made of them.

Employees and/or their authorized representatives (designated orally or in writing by the employee) shall have the right and be granted a reasonable amount of duty time to examine their OPF.

Personal notes should be destroyed when they are no longer relevant.

**ARTICLE 35 – REDUCTION IN FORCE – added 2014**

Labor and Management recognize that employees may be seriously and adversely affected by a Reduction in Force (RIF). All RIF's will be made in accordance with the rules and regulations of the Department of the Interior (DOI) and Office of Personnel Management (OPM) which provides for such considerations as performance ratings, veterans' preference and creditable service. Every effort will be made to give as much advance notice as possible.

Nothing in this Article shall limit or affect the OPM regulation and 5 CFR 351.

## **ARTICLE 38 – MEMORANDUMS OF UNDERSTANDING**

Nothing in this Contract precludes Union and Management from entering into separate Memorandums of Understanding (MOU's) for interim agreement(s) on subjects mutually agreeable to both parties. All MOUs are subject to Department review and approval. Any MOU's entered into that are in effect at the time of any future contract negotiation sessions shall be appropriately considered by the parties for inclusion in the newly executed contract.

In Witness whereof, the parties have caused this collective bargaining agreement to be signed on this 21<sup>st</sup> day of JANUARY, 20 15.

**FOR RECLAMATION:**

2-19-15  
Effective Date

